

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LYNDON B. JOHNSON SPACE CENTER  
AND BAYLOR UNIVERSITY  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. 32042, DATED December 14, 2020 (ANNEX NUMBER ONE ).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of Baylor University Department of Film and Digital Media and NASA Johnson Space Center collaborating to enhance imagery from space with 6P Color using multi-color imaging..

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e))..

ARTICLE 2. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Provide the highest quality available still and motion imagery from the ISS to Baylor University.
2. Analyze processed imagery from Baylor University using the 6P color system.
3. Provide feedback on the processed imagery to Baylor University 6P color system technical experts.
4. Support any joint publications in imagery based periodicals and presentations.
5. Support any joint presentations and demonstrations in imagery-based conferences and symposia.

Baylor will use reasonable efforts to:

1. Provide the highest quality available still and motion imagery processed using the 6P color system to NASA for analysis and outreach purposes.
2. Will provide feedback on the processed imagery to NASA from Baylor 6P color system technical experts.
3. Support any joint publications in imagery based periodicals and presentations.
4. Support any joint presentations and demonstrations in imagery-based conferences and symposia.

### ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

NASA and Baylor University will collaborate on imagery related publications, presentations, and demonstrations.	TBD
Baylor will analyze and process NASA imagery using the 6P color system.	03/30/2021
NASA will determine imagery and distribute to Baylor University.	02/28/2021

### ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

### ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of two years.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

### ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

#### ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

##### Management Points of Contact

NASA Lyndon B. Johnson Space Center  
Joel R. Montalbano  
Manager, International Space Station  
2101 NASA Parkway  
Houston, Texas 77058  
Phone: 281.483.2569  
joel.r.montalbano@nasa.gov

Baylor University  
Deborah Holland  
Assistant Vice Provost for Research, Director  
of Compliance  
One Bear Place 97321  
97321  
Waco, TX 76798-7321  
Phone: 254.710.1438  
Deborah\_L\_Holland@baylor.edu

##### Technical Points of Contact

NASA Lyndon B. Johnson Space Center  
Dylan Mathis  
Manager, Communications Office  
Mail Suite: OX  
2101 NASA Parkway  
Houston, Texas 77058  
Phone: 281.244.8119  
dylan.mathis-1@nasa.gov

Baylor University  
Baylor Research & Innovation Center  
Corey Carbonara  
Professor, Film & Digital Media  
One Bear Place  
97321  
Waco, TX 76798-7321  
Phone: 254.710.1511  
Corey\_Carbonara@Baylor.edu

#### ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

#### ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
LYNDON B. JOHNSON SPACE  
CENTER

BY: Joel R. Montalbano  
Joel R. Montalbano  
Manager, International Space Station  
Program

BAYLOR UNIVERSITY  
BAYLOR RESEARCH &  
INNOVATION CENTER

BY: Lisa McKethan  
Lisa H. McKethan  
Assistant Vice Provost for Research,  
Pre-Award Administration

DATE: 15 January 2021

DATE: 12/15/2020

ATTEST

BY: Felicia F. Cruz

**Felicia F. Cruz**  
Assistant Secretary